

REMARKS

The present Amendment Response is responsive to the final Office Action mailed August 11, 2006. By this Amendment, independent Claims 35, 45, 51, 56, 66 have been amended. Applicant respectfully submits that no new matter has been added by this amendment. In the Office Action of August 11, 2006, Claims 35-50 and 56-69 were rejected under 35 U.S.C. § 102(e) as being unpatentable over U.S. Pat. No. 5,794,211 to Egendorf (hereinafter referred to as *Egendorf*). Additionally, Claims 51-55 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Egendorf*. Applicants respectfully submit that the claims as presently amended are allowable over *Egendorf*. Reconsideration of the application, as amended, is requested.

The Egendorf Reference Does Not Anticipate or Rendering Obvious the Pending Claims

As listed above, the Applicants have amended the independent claims to each include the claim limitation requiring the financial institute or financial institute representative to receive login information from the purchaser during the transaction in order to authenticate the purchaser prior to submitting payment to the seller. Support for this amendment may be found in the specification of the Applicant's pending application. (*See e.g.*, paragraphs 0068-0071.) For the reasons listed below, the Applicants respectfully assert that *Egendorf* fails to anticipate or render obvious the pending claims. Specifically, *Egendorf* fails to disclose at least the limitation of "prior to the transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, the financial institute or financial institute representative receives login information from the purchaser to authenticate the purchaser," as stated in independent Claim 35.

Egendorf is directed to an Internet billing method in which a customer purchases products through their Internet Service Provider (ISP), and the ISP later bills the customer for the purchases. An agreement is made between the ISP and a customer in which billing accounts are established, wherein the customer can purchase a product from a vendor and the cost of that product will be billed to one of the billing accounts. Separate agreements are also established between the ISP and the vendors in which the ISP agrees to remit to the vendor a portion of any money billed to and collected from the customer.

As pointed out in the Office Action of August 11, 2006, when a customer makes a decision as to a product or service that they wish to purchase in the *Egendorf* system, an exchange of transactional information occurs between the customer and vendor. (Col. 5, lines 18-29). This transactional information is obtained by the ISP from either the vendor or the customer including a verification code generated by either the vendor or the customer “signifying that a transaction has been completed which can be received by the provider.” (Col. 5, lines 28-30.) The purchased product or service is then delivered to the customer, and the appropriate customer account is billed by the ISP and a portion of the payment is remitted to the vendor. (Col. 5, lines 30-49.)

However, the Applicants respectfully assert that *Egendorf* does not teach authentication of the purchaser during a purchase transaction, as required in the Applicants’ amended independent claims. The Applicants respectfully assert that the verification code received by the ISP does not constitute login information (e.g., user name and password), which may identify and/or authenticate the purchaser. Rather, the verification code merely signifies a transaction has been completed. Additionally, the Applicants respectfully assert that at no point during a specific purchase transaction in the *Egendorf* system does a customer authenticate herself by logging into the ISP in order for that ISP to proceed with that specific purchasing transaction. In contrast, *Egendorf* discloses a standing agreement that exists between the customer and the ISP that authorizes the ISP to bill a customer account if a transaction occurs. *Egendorf* specifically states that “the billing will be done to billing accounts established in connection with the agreements.” (Col. 5, lines 3-5.) Once an agreement has been established between the customer and the ISP, no additional action by the customer is necessary in order to complete a transaction.

Accordingly, the ISP of the *Egendorf* system does not receive information authenticating the purchaser during the transaction. Any authentication of the purchaser is received by the ISP prior to the initiation of a transaction. Although *Egendorf* does mention the billing of different billing accounts if the amount of a particular transaction exceeds certain threshold values (Col. 6, lines 13-36), such authorization to bill different accounts is established in the initial agreement and does not constitute an authorization during the transaction. These agreements to bill different accounts also relate to a range of future purchase values and not the purchase price of the current transaction. (See Col. 6, lines 13-24.) Therefore, since the ISP is already aware of

the customer's identity when providing the Internet connection to that customer, no additional login is necessary to identify the customer. In fact, any additional login would be duplicative.

Further, one would not be motivated to modify the *Egendorf* system to require such authentication of the purchaser's identity during the transaction. The *Egendorf* system requires the use of the ISP as an agent for the customer to complete a transaction without disclosing the customer's account information in each of its described embodiments. The *Egendorf* system describes how the ISP is in a unique position to provide such service. (See Col. 2, lines 51-65.) However, nowhere in *Egendorf* does it disclose how the system would work should the customer's relationship with the ISP not exist. In other words, a method for the user to securely purchase an item without providing account information when the user accesses the Internet from a computer associated with a different ISP is not taught or suggested by *Egendorf*.

As taught by the Applicant's application and required in independent Claim 35, a purchaser may select an item to purchase at the vender and then provide authenticating information in the form of a login (e.g., ID and password) to a financial representative. Once authenticated, the financial representative may complete the transaction on behalf of the authenticated purchaser, regardless of how the purchaser has obtained access to the Internet. Such functionality is in contrast to *Egendorf's* clear teaching to the exclusive use of the ISP for completing transactions. Accordingly, *Egendorf* does not teach or suggest "prior to the transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, the financial institute or financial institute representative receives login information from the purchaser to authenticate the purchaser."

As explained in detail above, *Egendorf* does not teach or suggest the new limitations that have been added to the independent claims. Therefore, the Applicants respectfully submit that each of the independent claims are allowable. Additionally, each of the dependent claims are allowable as a matter of law as being dependent on allowable base claims, notwithstanding their independent recitation of patentable features.

CONCLUSION

The Applicants believe they have responded to each matter raised by the Examiner. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or fees for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,



William T. Cook
Attorney for Applicant
Registration No. 58,072

Date: November 13, 2006

SUTHERLAND ASBILL & BRENNAN, LLP
999 Peachtree Street, NE
Atlanta, GA 30309-3996
(404) 853-8214
(404) 853-8806 (fax)
SAB Docket No.: 23952-0075